



Amendment No. 9
of
MA 5600 NS150000012
for
Enterprise Applicant Tracking Module Maintenance and Support
between
Severin Intermediate Holdings LLC dba PowerSchool, LLC
and the
City of Austin

1.0 The City hereby amends this Contract adding an additional \$3,000.04 to the Total Contract Amount as listed in the incorporated PowerSchool quote (Q-293560-1). For clarity, the other amounts listed are either service changes not amounting to annual recurring change;s or prorated subscription fees to be addressed by the City of Austin separately.

Annual Ongoing Fees

PeopleAdmin Hire Position Type 1.00 IPEDS USD 3,000.04 USD 3,000.04

Annual Ongoing Fees Total USD 3,000.04

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 02/09/2015 – 02/08/2016	\$44,025.00	\$44,025.00
Amendment No. 1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 Extension Administrative Increase of \$6,000.00 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25
Amendment No. 3: Option 2 Extension 02/11/2017 – 02/10/2018	\$44,025.00	\$184,301.25
Amendment No. 4: Invoice Address Modification	\$0.00	\$184,301.25
Amendment No. 5: Option 3 Extension 02/11/2018 – 02/10/2019	\$44,025.00	\$228,326.25
Amendment No. 6: Adminstrative Increase	\$4,613.00	\$232,939.25
Amendment No. 7: Option 4 Extension with 5% Increase 02/11/2019 – 02/10/2020	\$51,069.90	\$284,009.15
Amendment No. 8: Vendor Name Change	\$0.00	\$284,009.15
Amendment No. 9: Administrative Increase	\$3,000.04	\$287,009.19

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:
Signature: Philip Radmilovic
170B9E005E66422...

Date: 12/20/2019

Printed Name: Philip Radmilovic
Authorized Representative
Severin Intermediate Holdings, LLC dba PowerSchool, LLC
150 Parkshore Drive
Folsom, CA 95630

Signature: Elisa Folco
Date: 12/20/2019

Elisa Folco
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701



PowerSchool Group LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-293560-1
Quote Expiration Date: 12/31/2019

Prepared By: Blake Owen
Customer Name: City of Austin
Contract Term: 36 Months
Start Date: 12/11/2019
End Date: 8/28/2020

Customer Contact: Employment Services
Title:
Address: PO Box 1088
City: Austin
State/Province: Texas
Zip Code: 78767-8845
Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
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License and Subscription Fees				
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PeopleAdmin Hire Position Type	1.00	IPEDS	USD 2,147.57	USD 2,147.57
			License and Subscription Totals: USD 2,147.57	

Professional Services and Setup Fees				
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PeopleAdmin Hire Position Type Setup Remote	1.00	IPEDS	USD 4,500.00	USD 4,500.00
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Professional Services and Setup Fee Totals: **USD 4,500.00**

Quote Total	
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	Year One Total	USD 6,647.57
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Annual Ongoing Fees				
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PeopleAdmin Hire Position Type	1.00	IPEDS	USD 3,000.04	USD 3,000.04
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Annual Ongoing Fees Total: **USD 3,000.04**

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable MA 5600 NS15000012 agreement.



Amendment No. 8
to
Contract No. NS150000012
For
Enterprise Applicant Tracking Module Maintenance and Support
Between
PeopleAdmin, Inc.
dba PeopleAdmin
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	PeopleAdmin, Inc. dba PeopleAdmin	Severin Intermediate Holdings, LLC dba PowerSchool, LLC
Vendor Code	PEO8318414	V00000963892
FEIN	██████████	██████████

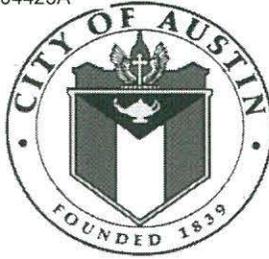
2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 8 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

10-24-19
Date



Amendment No. 7
to
Contract No. 5600 NS15000012
for
Enterprise applicant Tracking Module Maintenance and Support
between
PowerSchool Group LLC, formerly PeopleAdmin, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 11, 2019 through February 10, 2020. No more options remain.
- 2.0 The total contract amount is increased by \$51,069.90 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2015 – 02/08/2016	\$44,025.00	\$44,025.00
Amendment No. 1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 – Extension and Administrative Increase of \$6,000.00 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25
Amendment No. 3: Option 2 – Extension 02/11/2017 – 02/10/2018	\$44,025.00	\$184,301.25
Amendment No. 4: Invoice Address Modification	\$0.00	\$184,301.25
Amendment No. 5: Option 3 – Extension 02/11/2018 – 02/10/2019	\$44,025.00	\$228,326.25
Amendment No. 6: Administrative Increase	\$4,613.00	\$232,939.25
Amendment No. 7: Option 4 – Extension with 5% increase 02/11/2019 – 02/10/2020	\$51,069.90	\$284,009.15

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:
Sign/Date: Mike Quinn 2/7/2019
BC07992751419
Printed Name: MIKE QUINN
Authorized Representative
PowerSchool Group LLC, formerly People Admin, Inc.
150 Parkshore Drive
Folsom, CA 95630

Sign/Date: [Signature]
Printed Name: JAMES J. HOWARD
Authorized Representative
Sign/Date: [Signature]
Printed Name: Ken Bragdon

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 6
of
Contract No. MA 5600 NS15000012
DO 5600 15021208443
for
Enterprise Applicant Tracking Module Maintenance and Support
between
PeopleAdmin, Inc.
and the
City of Austin

- 1.0 The City hereby increases the contract amount by an additional \$4,613.00.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 02/09/2015 – 2/08/2016	\$44,025.00	\$44,025.00
Amendment No.1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 & Administrative Increase of \$6,000 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25
Amendment No. 3: Option 2 02/11/2017 – 02/10/2018	\$44,025.00	\$184,301.25
Amendment No. 4: Invoice Address Modification	\$0.00	\$184,301.25
Amendment No. 5: Option 3 02/11/18 – 02/10/2019	\$44,025.00	\$228,326.25
Amendment No. 6: Administrative Increase	\$4,613.00	\$232,939.25

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

8/22/2018

Signature & Date:

Mark Oldemeyer

E462F928DBCE46F...

Mark Oldemeyer

Printed Name
Authorized Representative

PeopleAdmin, Inc.
805 Las Cimas Parkway, Suite 400
Austin, TX 78746

Signature & Date:

Elisa Folco 8/22/2018

Elisa Folco
Printed Name
Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78767



Amendment No. 5
to
Contract No. 5600 NS15000012
for
Enterprise applicant Tracking Module Maintenance and Support
between
PeopleAdmin, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 11, 2018 through February 10, 2019. One (1) option will remain.
- 2.0 The total contract amount is increased by \$44,025.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2015 – 02/08/2016		
	\$44,025.00	\$44,025.00
Amendment No. 1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 – Extension and Administrative Increase of \$6,000.00 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25
Amendment No. 3: Option 2 – Extension 02/11/2017 – 02/10/2018	\$44,025.00	\$184,301.25
Amendment No. 4: Invoice Address Modification	\$0.00	\$184,301.25
Amendment No. 5: Option 3 – Extension 02/11/2018 – 02/10/2019	\$44,025.00	\$228,326.25

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____

Printed Name: James B. Kelly, COO
Authorized Representative
People Admin, Inc.
805 Las Climas Parkway, Suite 400
Austin, TX 78746

Sign/Date: _____

Printed Name: Bartley Tyler
Authorized Representative
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
of
Contract No. NS15000012
for
Enterprise Applicant Tracking Module Maintenance and Support
between
PeopleAdmin, Inc.
and the
City of Austin

1.0 The above referenced contract is hereby amended, effective November 21, 2017, to modify the invoice address to the following:

	City of Austin
Department	Human Resources Department
Attention	Accounts Payable
Email	HRDpayables@austintexas.gov
Address	PO BOX 1088
City, State, Zip Code	Austin, TX 78767

2.0 The total Contract authorization is recapped below:

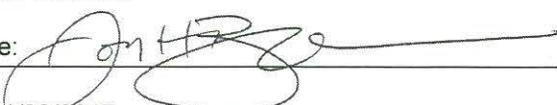
Term	Action Amount	Total Contract Amount
Initial Term: 02/09/2015 – 02/08/2016	\$44,025.00	\$44,025.00
Amendment No. 1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 & Administrative Increase of \$6,000 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25
Amendment No. 3: Option 2 02/11/2017 – 02/10/2018	\$44,025.00	\$184,301.25
Amendment No. 4: Invoice Address Modification	\$0.00	\$184,301.25

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

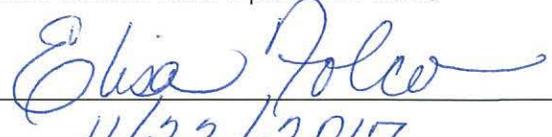
5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 
Date: 11/22/2017

Printed Name: John H. Blaha, CEO
Authorized Representative

People Admin, Inc.
805 Las Climas Parkway, Suite 400
Austin, TX 78746

Signature: 
Date: 11/22/2017

Printed Name: Elisa Folco, Procurement Specialist IV
Authorized Representative

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767



Amendment No. 3
to
Contract No. NS15000012
for
Enterprise Applicant Tracking Module Maintenance and Support
between
PeopleAdmin, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective February 11, 2017 the term for the extension option will be February 11, 2017 through February 10, 2018 and there are two (2) options remaining.
- 2.0 The total contract amount is increased by \$44,025.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/09/2015 – 02/08/2016	\$44,025.00	\$44,025.00
Amendment No. 1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 and Administrative Increase of \$6,000.00 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25
Amendment No. 3: Option 2 02/11/2017 – 02/10/2018	\$44,025.00	\$184,301.25

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  1/25/2017
Printed Name: Glenn Renzulli
Authorized Representative

Sign/Date:  2/16/17
Printed Name: Elisa Folco
Authorized Representative

PeopleAdmin, Inc.
805 Las Climas Parkway, Suite 400,
Austin, TX 78746

City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NS15000012
for
ENTERPRISE APPLICANT TRACKING MODULE MAINTENANCE AND SUPPORT
between
PEOPLEADMIN, INC..
and the
City of Austin

1.0 The City hereby amends the above referenced contract as follows to be effected on 08/02/2016:

- Exercise extension option 1 in the amount of \$44,025.00. There are two remaining options.
- One time administrative increase to the contract in the amount of \$6,000.00
- Add additional Scope of Work to support Austin Police Department. These services are outlined in the Attachment A.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/09/2015 -002/08/2016	\$44,025.00	\$44,025.00
Amendment No. 1: Administrative Increase	\$46,226.25	\$90,251.25
Amendment No. 2: Option 1 and Administrative Increase of \$6,000 02/09/2016 – 02/10/2017	\$50,025.00	\$140,276.25

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Signature: _____

Printed Name: Glenn Renzulli, CFO
Authorized Representative

Sai Xoomsai Purcell, Senior Buyer Specialist
City of Austin
Purchasing Office

PEOPLEADMIN, INC..
805 Las Cimas Parkway, Suite 400
Austin, TX 78746

ATTACHMENT A

Statement of Work

STATEMENT OF WORK #001 FOR CITY OF AUSTIN

This Statement of Work (“SOW”), dated and effective as of See Amendment 2 is made pursuant to a Service Agreement (“Agreement”) dated See Amendment 1 between **PeopleAdmin, Inc.** (“PeopleAdmin”) and **City of Austin**, (“Client”). Unless otherwise stated within, the terms and provisions of the Agreement are incorporated by reference in this SOW and all capitalized terms used within and not otherwise defined shall have the meaning assigned in the Agreement.

The scope and pricing for this SOW is valid for through the Target Completion Date (calculated as the Proposed Project Initiation Date plus the Project Duration). Additionally, any work required after the Target Completion Date that is not the result of any delay caused by PeopleAdmin, may result in additional charges and require a Change Order, which PeopleAdmin will provide to the Client, if necessary.

ESTIMATED COST & TERMS

Estimated Project Duration	6 Weeks	Project Cost	\$ 6000
Proposed Project Initiation	Within 30 days of contract execution		
SelectSuite Version	Police Position Type Add On		
<ol style="list-style-type: none">1. The terms of this SOW shall remain valid only if executed in conjunction with a signed Agreement between PeopleAdmin and Client.2. Upon Client’s request, PeopleAdmin shall provide the following services for Client’s implementation of subscribed PeopleAdmin SaaS services as defined in Agreement (“Service”).3. PeopleAdmin will implement the solution purchased in its entirety with resources allocated to the project as applicable based on the Service purchased (the “Project”). If the client requests to not implement a specific module of the Service during the approved implementation schedule, the client will be billed an additional implementation fee for the separate module implementation.4. A request to delay the implementation project or a stage of the implementation project will result in the release of resources previously dedicated to the project. Any delay that causes work to be scheduled beyond the Target Completion Date will result in additional charges for the work scheduled beyond the Target Completion date and require a Change Order. If the client requests to revisit a stage of the implementation project that has been completed and approved, the client will be charged time and material for the additional work requested.5. If Client requests to postpone the scheduled go-live date for their PeopleAdmin system during the project completion phase of the Project more than 30 days from the previously approved date, a restart fee of 10% of the original implementation fee will be billed to Client for resource reallocation to support the new Service go-live date.			

PROJECT DELIVERABLES

PEOPLEADMIN: ADVANTAGE+

Client’s instance of the Service will be configured with these deliverables:

Statement of Work

POSITION TYPES

POSITION TYPE DESCRIPTION

Position Types represent the most basic distinctions among broad categories of jobs or positions within Client's organization. For example, Client's organization might create faculty and staff position types, or exempt and non-exempt position types to allow Client to handle recruitment and hiring practices differently for each category of employees.

POSITION TYPES TO BE DELIVERED PER THIS SOW

The following Position Types will be delivered as follows:

Position Type
POLICE

Note: All Position Types purchased will be implemented as part of the Project as defined by this SOW, and delivered concurrently within the project duration listed above. The attached Pre-Screening Questionnaire will serve as the input to the eCareer instance for APD.

INCLUDED INTEGRATIONS

If the Client wishes to modify any existing integrations with this project, a separate scoping session and SOW will be issued.

DELIVERY PROCESS

THE PROCESS EXPLAINED

The Service PeopleAdmin delivers is based on PeopleAdmin's experience and expertise conducting over 1,000 implementations with 700+ clients.

The Fire Position Type configurations will be used to build the Police Position Type.

Project duration is 6 weeks in length, unless otherwise stipulated.

- PeopleAdmin will deliver a fully operational Position Type to Client within the first week.
- The subsequent weeks will be used for training, weekly consultations, and Service modifications, to ensure that Client is supported while they learn, adopt, and rollout the Service.
- Project execution will follow standard PeopleAdmin methodology, as indicated below.

Statement of Work

	Deliver					Close
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Deliver Phase						
Project Kickoff						
Attend Introduction to PeopleAdmin Training						
Attend Hands-On Training Sessions						
Data Load Discussions						
Initial Data Due						
Integration(s) Discussions						
Production Site Live						
Workflow Discussions						
Final Workflow Change Requests Due						
Workflow Changes						
Final Form Change Requests Due						
Form Changes						
Final Data Loads Due						
Weekly Consulting Meetings						
Close Phase						
Final Consulting Meeting and Site Review						
Complete All Hands-On Training						
Transition to Support						

 Indicates Major Customer Deliverable

CLIENT RIGHTS & BENEFITS

HANDS-ON TRAINING CLASSES & MEETINGS:

- 15 classes, delivered by PeopleAdmin via web-delivered meetings– for up to 3 users, selected by Client. This training must be utilized during the delivery period (6 weeks).
- Receive weekly consultation meetings during the delivery period where PeopleAdmin will answer questions, demonstrate functionality, and help solution business needs using the System.

FIELD MODIFICATIONS & FORMS:

- Request (as needed) up to 12 modifications or additions to fields on the employee application form, for the Police Position Type, using the Fire Position Type as a starting point.
- Request (as needed) up to 20 field modifications and/or 20 additional data fields on the posting form, for the Police Position Type, using the Fire Position Type as a starting point.
- Request (as needed) up to 20 field modification and/or 20 additional fields on the hiring proposal form, for the Police Position Type, using the Fire Position Type as a starting point.

WORKFLOW MODIFICATIONS:

- Request (as needed) up to 15 posting workflow modifications, for the Police Position Type, using the Fire Position Type as a starting point.
- Request (as needed) up to 15 hiring proposal workflow modifications, for the Police Position Type, using the Fire Position Type as a starting point.

DOCUMENTATION:

- A user manual, provided by PeopleAdmin, to aid in understanding of the Service.

ASK QUESTIONS:

- Submit any questions during the process via the PeopleAdmin ticketing system.

Statement of Work

CLIENT RESPONSIBILITIES

The Project will be most successful when the client fulfills their responsibilities, including but not limited to:

- Identify a Project lead that is able to make decisions for the institution, with respect to the Project.
- Work closely with PeopleAdmin to fulfill the objectives of this SOW.
- Engage in ongoing discussions with assigned PeopleAdmin team to confirm that Client has a clear understanding of delivery objectives and can confirm their readiness to execute to schedule.
- Devote 10 - 15 team hours a week to project for meetings, Service training and Service review.
- Attend hands-on training sessions with PeopleAdmin.
- Schedule and attend weekly consulting sessions with PeopleAdmin.
- Provide timely responses to information requests and solution/resolution acceptance.
 - No response from Client within 5 business days of deliverables being delivered by PeopleAdmin shall be deemed that Client accepts the deliverables.
- Provide Client's own department list to PeopleAdmin (if not using the standard listings provided) by the end of Week 1
- Submit all modifications or additions to fields on the employee application form by the end of Week 4 through the ticketing system
- Provide final data load, site review, participate in reverse walkthrough and finalize integration(s) in Week 5.
- Complete all hands-on training sessions, conduct final review of all requested changes, and transition to customer care by end of Week 6.
- Deliver initial data load (i.e.- sample set of real data) to PeopleAdmin by end of the second week, as indicated by the schedule above.
- Deliver final data load to PeopleAdmin by end of the fifth week, as indicated above.
- Review the System, get to know it in detail, learn to administer it, and request any needed changes by the communicated deadline.

CHANGE ORDERS

Deliverables/Services that exceed the scope of this project will require a Change Order. PeopleAdmin will deliver a Change Order to include scope and cost, to be signed before the additional work is executed. A Change Order could be any of the following:

- Project duration change
- Change in the scope that has been defined in this SOW
- Project restarts
- Project holds
- Additional consulting or training

AUSTIN POLICE DEPARTMENT PRE-SCREEN QUESTIONNAIRE

Read the following instructions CAREFULLY!

DIRECTIONS: The Austin Police Department has developed a comprehensive and intense officer selection process for its police applicants. This 10 Step Selection Process will consume a great deal of your time as well as expense and effort for the Austin Police Department.

All answers on this application form are subject to verification by use of the polygraph and an intense background investigation. The questions for the polygraph will be drawn from: 1) Pre-Screen Questionnaire
2) Background History Statement, 3) Background Investigation, 4) any information you voluntarily offer. Deliberate inaccuracies, incomplete statements, minimization, rationalizations, omissions and /or misstatements must be corrected. If they are not, it may result in your disqualification from the selection process or termination from employment if hired.

It is to your advantage to respond honestly and openly to all of the following questions. Any negative factors in your background will be evaluated in terms of circumstances and facts surrounding the occurrence and its degree of relevance to the job. The Austin Police Department is looking for mature, honest people who can admit their mistakes and discuss those mistakes honestly. For example, being fired from a job or having an arrest record is not, in itself, grounds for disqualification in many cases. During your interview, your background investigator will inquire into the facts surrounding the event. An evaluation will be made of the relevance of the facts to the requirements and guidelines of the job. It is your responsibility to be truthful. A negative factor in your background may not terminate you from the application process. Being dishonest about that negative factor will disqualify you. Be honest. If you feel some event in your background is indirectly related to your application, even though it is not specifically listed, then disclose it. Save yourself a great deal of time, money, energy and effort if you know you will have to lie at any stage of the application process.

Unless otherwise stated, each question refers to anytime, any reason, anyplace, anywhere at any age, in any jurisdiction, in civilian and military life, domestic or abroad or on any military installation, base, or federal land. **IT IS YOUR RESPONSIBILITY TO BE HONEST AND TRUTHFUL.**

You will need to write a short narrative to fully **EXPLAIN EACH YES ANSWER.** In your narrative answer the relevant questions of Who, What, When, Where, Why, How, How Often, etc. as each question requires. Again, it is important that your answers be honest, as the information will be verified by the polygraph and extensive background investigation.

When referencing your **DRUG AND SUBSTANCE EXPERIMENTATIONS**, make sure you list the dates first used and last used. Don't rationalize or minimize the facts. If you can't remember the exact dates put down the month and year to the best of your recollection.

Pre-Screen Questionnaire

Initial Application Questions:

Last Name: _____ First Name: _____ MI: _____
DOB: _____ Gender: _____ Race: _____
Email Address: _____
Mailing Address: _____
Permanent Address: _____
Home Phone: _____ Cell Phone: _____ Work Phone: _____
Last 4 SSN: _____ DL#: _____ DL State: _____
Campaign Code: _____
How did you hear about the Austin Police Department?

- Are you currently at least 21 years of age but no older than 45 years of age? **YES NO**
- Are you currently a United States Citizen (born or naturalized)? **YES NO**
- Do you currently have a valid Driver's License? **YES NO**
- Do you have any felony arrests that resulted in conviction, deferred adjudication, and/or probation? **YES NO**
 - Date of conviction, deferred adjudication, and/or probation: _____
- Do you have any Class A misdemeanor arrests that resulted in conviction, deferred adjudication, and/or probation? **YES NO**
 - Date of conviction, deferred adjudication, and/or probation: _____
- Do you have any Class B misdemeanor arrests that resulted in conviction, deferred adjudication, and/or probation within the last 10 years? **YES NO**
 - Date of conviction, deferred adjudication, and/or probation: _____
- Have you ever served in a branch of the armed services? **YES NO**
 - If yes, have you ever received a DISHONARABLE discharge status? **YES NO**

Pre-Screen Questionnaire

Do you have **MILITARY** experience? **YES NO**

[If “Yes”, answer below. If “No”, skip to next section]

- Have you ever been a member of any branch of the armed forces, or are you currently serving in any branch of the armed services? **YES NO**
- Which Branch(s): _____
 - Pay Grade Last Promoted To: _____
 - Date first reported to active duty: ___/___/___
 - Date/Expected Date of discharge: ___/___/___
- List the total time you have in service: (include active-duty, active-reserve and guard service together) _____ yrs.
- Did you ever fail any term or condition of your enlistment for any reason? **YES NO**
- If you have been discharged, what was the character of discharge you received: **HONORABLE, MEDICAL, GENERAL, DISHONORABLE**
- Were you ever declared U.A., A.W.O.L., or Missing Ships Movement? **YES NO**
- While in the military did you ever receive any punishment that resulted in a written reprimand, demotion, suspension, reduction in rank, being relieved of duty, loss of pay or confinement? (This includes such things as Article 15’s, Page 11’s, Captain Mast, Company punishment, Court Marshal’s, written counseling statements, etc.) **YES NO**
 - If **YES**, explain:

DRUG USE AND EXPERIMENTATION:

Have you ever experimented at any time, even once with any of the below listed substances for any reason? This includes any and all use including experimentation, curiosity, peer pressure, and any one time use whether you felt the effects of the substance or not, inhaled or not. Answer each of the questions truthfully **YES OR NO**. Your drug information will be verified by use of the polygraph and background investigation. Do not minimize or rationalize the facts. If you don’t know the exact date put down the approximate month and year as best you can recall.

1. Have you ever used marijuana at any point in your life? **YES NO**
 - a. If **YES**:
 - i. Estimated how many times used in your life: _____
 - ii. Date of last usage: _____
2. Have you ever used any other illegal drugs at any point in your life? **YES NO**
 - a. If **YES**, for each drug indicate the type of drug used, estimated how many times used in your life, and the date you last used it.
 - i. Type of drug used: _____
 - ii. Date of last usage: _____
 - iii. Estimated how many times used in your life: _____
3. Have you ever used steroids, injected or oral? **YES NO**
 - a. If **YES**:
 - i. Estimated how many times used in your life (Total number of single injections or pills taken, not number of cycles): _____
 - ii. Date of last usage: _____
4. Have you ever used a prescription drug that was not prescribed to you? **YES NO**

Pre-Screen Questionnaire

- a. If **YES**, indicate the prescription drug used, estimated how many times you used it while not prescribed to you, date of usage, and explain why you used it:
 - i. Type of prescription drug: _____
 - ii. Estimated how many times used in your life: _____
 - iii. Date of last usage: _____
 - iv. Explanation of why you used it: _____

5. Have you ever sold or traded anything of value, or been present on any illegal or counterfeit drug transaction, including marijuana? (e.g., received anything of value for it such as a favor, mechanical work, money, goods, sex, travel, food, gas) **YES NO**
 - a. If **YES**, explain in detail the type of drug and transaction that occurred:
 - i. **Explain:** _____

6. Have you ever manufactured or cultivated any illegal drug or narcotic, including marijuana? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

7. Currently associate with anyone who uses any illegal drug(s) while in your presence? Does anyone living with you or has previously lived with used illegal drugs? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

ALCOHOL RELATED QUESTIONS

1. Ever been terminated from any employment due to alcohol related issues? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

2. How many alcoholic beverages do you consume in a month? _____

3. How many times do you estimate you have been intoxicated from consuming alcoholic beverages within the last 365 days? _____

4. Have you ever been stopped, detained, arrested or convicted for DWI or DUI? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

5. Have you ever been involved in an automobile accident as a driver while being under the influence of an alcoholic beverage? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

6. Have you ever had any contact with any law enforcement officer because you had been drinking alcoholic beverages? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

Pre-Screen Questionnaire

- 7. Have you ever been involved in a fight or argument with anyone because you had been drinking alcoholic beverages? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

- 8. Have you ever done any act while under the influence of alcoholic beverages that you would not have done so if you had not been under the influence? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

- 9. Have you ever driven a motor vehicle or watercraft while under the influence of alcoholic beverages or any narcotic where you believed that if you were stopped by a law enforcement officer that you might have been committing the crime of DWI or DUI? **YES NO**
 - a. If **YES**:
 - i. Please provide the approximate date you last drove under the influence of an alcoholic beverage or narcotic where you believed you should not have been driving or operating a vehicle/watercraft: _____
 - ii. How many times do you believe you may have driven or operated a vehicle/watercraft intoxicated in your life where you feel you may have been arrested if stopped by a law enforcement officer? (This is regardless to whether you were arrested or not):

CRIMINAL EVENTS:

- 1. Ever been placed into PROTECTIVE CUSTODY for any reason? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

- 2. Ever been a suspect in a crime? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

- 3. Ever been stopped or detained and questioned reference any crime? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

- 4. Ever been arrested, either as an adult or as a juvenile, for any reason in any jurisdiction? **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

- 5. Ever committed any aggravated assault or battery against another person? (Means used any weapon or threatened to use a weapon against another person). **YES NO**
 - a. If **YES**, explain:
 - i. **Explain:** _____

Pre-Screen Questionnaire

6. Ever committed any act of physical domestic abuse against another person you had been in, or are in a relationship with, such as a boyfriend/girlfriend, husband, wife, or significant other?(this includes any slap, hit, punch, kick, pinch, shove, push, jab, poke or other serious, painful or violent physical contact for any reason.) **YES NO**
a. If **YES**, explain:
i. Explain: _____
7. Ever committed shoplifting? If so how many times and how much have you stolen regardless if you were caught or not? **YES NO**
a. If **YES**, explain:
i. Explain: _____
8. Ever failed to file an income tax report, federal or state? **YES NO**
a. If **YES**, explain:
i. Explain: _____
9. Ever been the subject of any restraining order or protective order? **YES NO**
a. If **YES**, explain:
i. Explain: _____
10. Ever been the subject of any arrest warrant? (Juvenile, traffic, misdemeanor, felony, federal, parking warrant etc.) **YES NO**
a. If **YES**, explain:
i. Explain: _____
11. Ever been the subject of any search warrant? **YES NO**
a. If **YES**, explain:
i. Explain: _____
12. Other than traffic, have you ever been issued any misdemeanor citation for any reason? (Minor in Possession of Alcohol, Littering, Shoplifting, Open container of Alcohol, etc.) **YES NO**
a. If **YES**, explain:
i. Explain: _____
13. Ever been required to appear before any Children's or Juvenile court as a defendant for any reason? **YES NO**
a. If **YES**, explain:
i. Explain: _____
14. Ever been placed on court probation or deferred adjudication either as an adult or as a juvenile? (Includes doing any Community Service for any reason, in any state?) **YES NO**
a. If **YES**, explain:
i. Explain: _____
15. Ever been paroled or are you currently serving parole or probation? **YES NO**
a. If **YES**, explain:
i. Explain: _____

Pre-Screen Questionnaire

RELATIONSHIP EVENTS:

1. Ever committed or been accused of any act of sexual assault or criminal sexual contact of another? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
2. Ever patronized or procured any prostitute, male or female in any country? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
3. Have you ever viewed, possessed, and/or subscribed to child pornography in any form? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____

JOB AND WORK HISTORY:

1. Ever been suspended or expelled from any school, high school, trade school, community college, college, university, Vocational or Technical school for any reason? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
2. Ever received counseling, a written reprimand, been suspended or relieved of duty for any reason at any job you have ever had? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
3. Ever been fired from, given the option of resigning or resigned to avoid termination from any job? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____

TRAFFIC RELATED EVENTS:

1. Have you ever been involved in a traffic crash in which you were the driver, during the last 10 years? (i.e., reported, unreported, hit and run, military, on public or private property.) **YES NO**
 - a. If **YES**, include the following for each crash:
 - i. Month/Year: _____ City/State: _____
 - ii. Responding Agency: _____ At Fault / Not At Fault: _____
2. Have you ever been pulled over in the last 10 years? (i.e., paid citations, defensive driving dismissals, not guilty/dismissed citations, military police citations, verbal and written warnings,) **YES NO**
 - a. If **YES**, include the following for each traffic stop:
 - i. Violation/Charge: _____
 - ii. Month/year: _____ Disposition: _____
 - iii. Issuing Agency: _____ City/State: _____
3. Ever had your driver's license suspended, revoked or placed on points advisory status for any reason in any state? **YES NO**

Pre-Screen Questionnaire

- a. If **YES**, explain:
 - i. Explain: _____

- 4. Have you ever had a driver's license issued to you other than by the State of Texas? **YES NO**
 - a. If **YES**, list all state licenses issued, dates licensed, and license number if known:
 - i. State: _____ Dates Licensed : _____ License #: _____

FINANCIAL EVENTS:

- 1. Ever declared bankruptcy? (Chapter #7, #11, #13, etc.) **YES NO**
 - a. If **YES**, provide the dates, creditors involved, amounts owed, amounts charged off and an explanation for each:
 - i. Date: _____ Type of Bankruptcy: _____
 - ii. Creditors Involved: _____ Amount Owed: _____ Amount Charged Off: _____
 - iii. Explain: _____
- 2. Ever issued any 'NO ACCOUNT' checks? (On any already closed account or on a false account in your or any other name?) **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
- 3. Ever been referred to any collection agency? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
- 4. Ever had any purchased goods repossessed? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
- 5. Ever had your wages garnished or any liens placed on any property? **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
- 6. Have you ever written any checks which were returned for insufficient funds, account closed and/or been notified by a bank or business that your account was overdrawn? **YES NO**
 - a. If **YES**, provide dates, bank name, and the amount for each:
 - i. Date: _____ Bank: _____ Amount: _____
- 7. Ever been a defendant, petitioner, respondent, or plaintiff in any civil action case? (Refers to any hearings or cases other than of a criminal nature, such as being sued.) **YES NO**
 - a. If **YES**, explain:
 - i. Explain: _____
- 8. Ever 60 or more days late in paying any financial responsibility? **YES NO**
 - a. If **YES**, provide the date, creditor, amount owed, and whether the account is current:
 - i. Date: _____ Creditor: _____ Amount: _____ Current? _____
- 9. Ever failed to pay any child support, alimony, or divorce settlement payments? **YES NO**
 - a. If **YES**, explain:

Pre-Screen Questionnaire

i. Explain: _____

10. Ever gotten into serious financial difficulties? **YES NO**

a. If **YES**, explain:

i. Explain: _____

MISCELLANEOUS:

1. Ever been involved in a physical fight in the last 10 years? **YES NO**

a. If **YES**, explain:

i. Explain: _____

2. Ever been a member of, or had any gang affiliations? **YES NO**

a. If **YES**, explain:

i. Explain: _____

3. Have you ever been a member of any radical organization such as the KKK, Aryan Brotherhood, Skin Heads, Black Panthers, IRA, or any other organization that targets any ethnic, racial, or religious groups? **YES NO**

a. If **YES**, explain:

i. Explain: _____

4. Are you currently or have you ever been a member of an organization which advocates the overthrow of the United States government, or any government entity in the United States, by force or violence? **YES NO**

a. If **YES**, explain:

i. Explain: _____

5. Do you currently have any prejudices against any specific group of people that you feel you would not be able to comfortably work with or for? **YES NO**

a. If **YES**, explain:

i. Explain: _____

6. Have you ever participated in any physical abuse or threatened any person(s) based solely on their perceived sexual orientation or cultural differences? **YES NO**

a. If **YES**, explain:

i. Explain: _____

7. Ever applied to any other law enforcement or corrections agencies? This includes any local, state or federal agencies. (Apply means obtaining the initial application, filling it out and sending it back.) **YES NO**

a. If **YES**, list agency, date applied, and disposition:

i. Agency: _____ Date Applied: _____ Disposition: _____

8. Ever committed any dishonest act in any police selection process to remain a police candidate such as cheating, lying, having another person take a test for you, provide false documents etc? **YES NO**

a. If **YES**, explain:

i. Explain: _____

9. Ever failed any background investigation for any law enforcement position or agency? **YES NO**

Pre-Screen Questionnaire

- a. If **YES**, explain:
 - i. Explain: _____

10. Ever been evicted from any place you have ever lived? (Includes failing to pay any rent, lease violation, or moving out “in the middle of the night” to avoid rent.) **YES NO**

- a. If **YES**, explain:
 - i. Explain: _____

11. Are you currently awaiting any court date(s) for any reason? **YES NO**

- a. If **YES**, explain:
 - i. Explain: _____

12. Ever been the subject of any polygraph examination? **YES NO**

- a. If **YES**, provide the date, reason for polygraph, and the result:
 - i. Date: _____ Reason: _____ Result: _____

13. Is there anything else about your background that needs to be revealed or disclosed that may be relevant to your application? **YES NO**

- a. If **YES**, explain:
 - i. Explain: _____

14. Have you intentionally omitted any fact or facts from your application or withheld any information relevant to your application? **YES NO**

- a. If **YES**, explain:
 - i. Explain: _____

15. Do you have any fears or weaknesses that might affect your possible performance as a police officer? **YES NO**

- a. If **YES**, explain:
 - i. Explain: _____

16. Do you understand or have you considered that you might have to take another person’s life in the line of duty? **YES NO**

17. When you submit to the polygraph do you think you will pass it based on your answers you provided today? **YES NO**



Amendment No. 1
of
Contract No. MA 5600 NS15000012
DO 5600 15021208443
for
Enterprise Applicant Tracking Module Maintenance and Support
between
PeopleAdmin, Inc.
and the
City of Austin

- 1.0 The City hereby modifies the extension option terms for the above-referenced contract.
Option 1 Term: July 01, 2015 through June 30, 2016
Option 2 Term: July 01, 2016 through June 30, 2017
Option 3 Term: July 01, 2017 through June 30, 2018

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 02/12/15 – 2/11/16	\$44,025.00	\$44,025.00
Amendment No.1: Option 1 07/01/15 – 06/30/16 Administrative Increase of \$2,201.25	\$44,025.00 \$2,201.25	\$90,251.25

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

9/4/15

John Lawrence

Printed Name
Authorized Representative

PeopleAdmin, Inc.
805 Las Cimas Parkway, Suite 400
Austin, TX 78746

Signature & Date:

Jonathan Navarri

Printed Name
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78767

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
PEOPLEADMIN, INC.
FOR
ENTERPRISE APPLICANT TRACKING MODULE MAINTENANCE AND SUPPORT**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and PeopleAdmin, Inc. ("Contractor"), having offices at 805 Las Cimas Parkway, Suite 400, Austin, TX 78746.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Marilee Murphy, Phone: 512-977-5912, Email: marilee.murphy@peopleadmin.com. The City's Contract Manager for the engagement shall be Sarah Chen, Phone: 512-974-3274, Email: Sarah.Chen@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$44,025.00 for the initial term of twelve (12) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee. Contractor reserves the right increase the maintenance and support fee by 3% - 5% per year.

3.2 **Invoices**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on

the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 Payment

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect on the date executed by the City ("Effective Date") for an initial term of twelve (12) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in this paragraph. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.2 **Acceptance of Incomplete or Non-Conforming Deliverables:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance

occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.3 **Delays:**

5.3.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Rights to Proposal and Contractual Material:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.5 **Publications:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty - Price**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.1.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation filed by a member against the Contractor; or

7.1.10 significant change in market share or product focus.

7.2 **Right To Audit**

7.2.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.3 **Stop Work Notice:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.4 **Indemnity:**

7.4.1 Definitions:

7.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.4.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.5 **Claims:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.6 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Elisa Folco, Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
PeopleAdmin, Inc.
ATTN: Marilee Murphy
805 Las Cimas Parkway, Suite 400
Austin, TX 78746

7.7 **Confidentiality**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.8 **Advertising**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.9 **No Contingent Fees**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.10 **Gratuities**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.11 **Prohibition Against Personal Interest in Contracts**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.12 **Independent Contractor**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.13 **Assignment-Delegation**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.14 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.15 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.16 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.17 **Dispute Resolution**

7.17.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.18 **Jurisdiction And Venue:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.19 **Invalidity:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.20 **Holidays:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.21 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.22 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.23 **Incorporation of Documents:** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

PEOPLEADMIN, INC.

CITY OF AUSTIN

By: K.S. Randa
Signature

By: _____
Signature

Name: Kermit Randa
Printed Name

Name: _____
Printed Name

Title: Chief Executive Officer

Title: _____

Date: February 5, 2015

Date: _____

List of Exhibits

- | | |
|-----------|----------------------------------|
| Exhibit A | PeopleAdmin, Inc. Offer |
| Exhibit B | Service Agreement |
| Exhibit C | Software Requirements |
| Exhibit D | Non Discrimination Certification |

Exhibit A
PeopleAdmin, Inc. Offer

PeopleAdmin

Invoice

PeopleAdmin, Inc.

805 Las Cimas Parkway
Suite 400
Austin TX 78746 *PO83 12414*
US

Invoice # 8631
Date 6/12/2014
Due Date 7/12/2014

Federal Tax ID: 74-2941301
Voice: 512-977-5829
Fax: 512-857-1465

Open

Bill To
City of Austin PO Box 1088 Austin TX 78767-8845

Terms	PO #	Sales Rep
Net 30		Rob Norris

Description	Start Date	End Date	Amount
Inleg Maint Fees - Other - Renewal	8/29/2014	8/28/2015	0.00
PA7 Recruiting - Renewal	8/29/2014	8/28/2015	44,025.00

Total Amount Due	44,025.00 \$44,025.00
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Please note that your renewal fee(s) may include an increase over the previous year per the terms of your contract.

Approved for Payment

By: *Red*

Date: *11/12/14* For questions, you can reach us at: Accounting@peopleadmin.com

Initial 12 Month Term @ \$44,025.00
Extension Option 1 (12 Months)
Extension Option 2 (12 Months)
Extension Option 3 (12 Months)

Exhibit B
Service Agreement

Schedule 1

1. SERVICE. PeopleAdmin will provide the following services for the Customer, collectively the "PeopleAdmin System":

- a. **Applicant Tracking Module.** PeopleAdmin will establish and maintain an automated Internet based system (the "Applicant Tracking Module System") for accepting and processing Customer employment applications. The Applicant Tracking Module System shall provide the following functions: a.) allow designated staff users to create job requisitions on-line and electronically submit them for review and approval prior to being published to the hosted jobs site; b.) allow job candidates to view open positions, submit employment application materials, and review the status of their employment applications on-line; c.) allow designated staff to electronically review candidate application materials using automated and manual system based tools; d.) allow designated staff to electronically forward candidates to appropriate hiring authorities; f.) allow hiring authorities to communicate with job candidates via system template emails and make hiring recommendations or determinations directly in the system; g.) allow for automated approval and reminder notification emails to be generated by the system.

2. FEES. An annual Applicant Tracking Module Service Fee covering service for the Initial Term. Upon mutual agreement of the parties, subsequent annual Service Fees will be due for each Renewal Term no later than 30 days before the first day of such Renewal Term. PeopleAdmin will submit an invoice for the subsequent year's annual Service Fee, plus any fee increase, to Customer at least 60 days before the expiration of the initial Term or any Renewal Term. If the invoice for the initial Term, or any subsequent Renewal Terms becomes more than 60 days past due, Customer's access to the PeopleAdmin System may be interrupted until payment is received.

3. TECHNICAL SUPPORT. PeopleAdmin will provide e-mail and toll-free telephone technical support for designated Customer representatives. Normal technical support hours will be 8:30am - 5:00pm central time, Monday-Friday, excluding certain nationally recognized holidays. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergency situations.

Exhibit C
Software Requirements

City of Austin/People Admin - Online Employment Application System Requirements

Web-based job requisition and employment application system that provides for:

- Automated Job Requisitions
- Job Opening Postings
- Online Employment Applications Collection (Employment Applications & Supplemental Documents & Applicant EEO Survey)
- Electronic Qualification & Screening of Applicants
- Web routing & Distribution of Employment applications
- Collection of Search Results for Hiring Managers & Search Committees
- Application Communication
- Oversight and Reporting for HR
- Data Center Security and Availability
 - Data Center Management
 - Power Redundancy
 - Internet Redundancy
 - Networking Equipment Redundancy
 - Environment Control
 - Fire Detection & Suppression System
 - Physical Security
- LDAP – Integration, Authentication, Error Handling , Local Authentication,
- Network Security
 - Firewall
 - Encryption
 - Virus Protection
 - Security Patches
 - Web Server Security
 - Auditing
 - Intrusion Detection
 - Data Ownership (City)
- Redundancy & Disaster Recovery
 - Database Servers
 - Data Storage
 - Web Servers
 - Data Back-Up
 - Disaster Recovery Plan
- Internal Policies & Procedures
 - Acceptable User Policy
 - Security Training
- Employee Screening
- Reporting
 - EEO Summary, applicant Contact List, Applicant View of Posting, Applicant Report, Active Applicant Scores
- Maintenance and Support
 - Annual system maintenance & support services including unlimited number of system configurations.
- Technical Support
 - Contractor will provide e-mail and toll-free telephone technical support for up to 6 individuals specified by the City. Normal technical support hours are 8:30am – 5:00pm central time, Monday-Friday, excluding certain nationally recognized holidays. Additionally, a 24-hour, 7-day a week a toll free telephone number will be available for reporting of emergency situations.
- Source Code

- o Applicant Tracking System software source code and complete technical documentation shall be in escrow for the City with Iron Mountain Intellectual Property Management as required under Contract S050457.

Web-based job requisition and employment application system that provides for:

- Automated Job Requisitions
- Job Opening Postings
- Online Employment Applications Collection (Employment Applications & Supplemental Documents & Applicant EEO Survey)
- Electronic Qualification & Screening of Applicants
- Web routing & Distribution of Employment applications
- Collection of Search Results for Hiring Managers & Search Committees
- Application Communication
- Oversight and Reporting for HR
- Data Center Security and Availability
 - o Data Center Management
 - o Power Redundancy
 - o Internet Redundancy
 - o Networking Equipment Redundancy
 - o Environment Control
 - o Fire Detection & Suppression System
 - o Physical Security
- LDAP – Integration, Authentication, Error Handling , Local Authentication,
- Network Security
 - o Firewall
 - o Encryption
 - o Virus Protection
 - o Security Patches
 - o Web Server Security
 - o Auditing
 - o Intrusion Detection
 - o Data Ownership (City)
- Redundancy & Disaster Recovery
 - o Database Servers
 - o Data Storage
 - o Web Servers
 - o Data Back-Up
 - o Disaster Recovery Plan
- Internal Policies & Procedures
 - o Acceptable User Policy
 - o Security Training
 - o Employee Screening
- Reporting
 - o EEO Summary, applicant Contact List, Applicant View of Posting, Applicant Report, Active Applicant Scores
- Maintenance and Support
 - o Annual system maintenance & support services including unlimited number of system configurations.
- Technical Support
 - o Contractor will provide e-mail and toll-free telephone technical support for up to 6 individuals specified by the City. Normal technical support hours are 8:30am – 5:00pm central time, Monday-Friday, excluding certain nationally recognized holidays. Additionally, a 24-hour, 7-day a week a toll free telephone number will be available for reporting of emergency situations.
- Source Code
 - o Applicant Tracking System software source code and complete technical documentation shall be in escrow for the City with Iron Mountain Intellectual Property Management.

Exhibit D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5th day of February, 2015

CONTRACTOR
Authorized
Signature

Kermit Randa, PeopleAdmin Inc.


Title

Chief Executive



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 12/17/2014 DEPT: HRD
TO: Purchasing Officer or Designee FROM: Aakash Patel
BUYER: PHONE: (512) 974-3281

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - a procurement for personal, professional, or planning services
 - a procurement for work that is performed and paid for by the day as the work progresses
 - a purchase of land or right-of-way
 - a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - a purchase of rare books, papers, and other library materials for a public library
 - paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

HRD- employment services has met with PeopleAdmin executive management to gain an understanding of future reliability and assurance of further development of their software to coincide with MCS reporting needs. Since meeting PA in December they have rolled out a reporting tool for business users which allows the city's non IT users to better adhere to MCS requirements and track progress without having to use IT resources for that purpose, once users are trained this can provide a cost saving. Additionally, they will be developing an API platform for realtime data tracking which will enhance the validity of the MicroStrategy application. We have considered transitioning to NEOGOV as another provider but this would be impractical since we have had consultants from Microstrategy build out an ETL based on the current applicant tracking system. NEOGOV is also more expensive than PeopleAdmin.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with PeopleAdmin Inc. which will cost approximately \$ 45,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

[Handwritten Signature]

Originator

12/17/14

Date

Approved
Certification

X *[Handwritten Signature]*

Department Director or designee

12/17/14

Date

Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

[Handwritten Signature]

Buyer

1/29/15

Date

Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee

Date

02/26/2013

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
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